#### **NOTICE INVITING TENDER**

#### **HIGH COURT OF MADHYA PRADESH: JABALPUR**

NIT No. Reg(IT) (SA)/2017/635 Jabalpur, Dated: 26-05-2017

Subject: - Tender for Comprehensive Annual Maintenance
Contract of Digital display system installed at High
Court of Madhya Pradesh, Jabalpur.

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of Digital display system installed at High Court of Madhya Pradesh from Manufacturing Companies, reputed Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of maintenance work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings/autonomous bodies and satisfying all other terms and conditions in this tender document.

#### 1. <u>Instructions to the tenderers:</u>

Tenders will be invited in sealed envelope consisting of Techno-commercial & Price Bid. The bid will be made and put in the sealed single envelope containing the title "TENDERS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIGITAL DISPLAY SYSTEM AT HIGH COURT OF MADHYA PRADESH JABALPUR." and addressed to the "Registrar General, High Court of Madhya Pradesh, Jabalpur" and the Bid will be submitted in the Inward/ Receipt Section at the High Court of Madhya Pradesh, Jabalpur latest by 3:00 P.M. 20th June, 2017. The tender will be opened on the same day at 3:30 p.m.

#### 2. Period of Contract:

The maintenance contract will be initially for a period of one year which can be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

#### 3. Scope of Work:

- 3.1. The place of performance will be High Court of Madhya Pradesh, Jabalpur.
- 3.2. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- 3.3. It must be noted that number of items in Digital display system may increased or decreased at the sole discretion of the High Court of Madhya Pradesh, Jabalpur. In that case, payment will increase/decrease proportionately.
- 3.4. Any other work of similar nature assigned by the High Court of Madhya Pradesh, Jabalpur.

# 4. <u>Duties and responsibilities: -</u>

- 4.1 Vendor should attend to all the complaints, irrespective of its nature.
- 4.2 Protection of Digital display system & maintaining the Digital display system in perfect working condition.
- 4.3 To attend the complaints without fail within the shortest possible time and in no case shall exceed 2 working days down time.
- 4.4 To depute service engineer to check the Digital display system and rectify the problem immediately to make it functional.
- 4.5 To replace all such parts which are damaged and which cannot be repaired to keep the Digital display system in perfect working condition.
- 4.6 To use only **Genuine Original spare parts** of manufacturing company in the Digital display system.
- 4.7 To carry out preventive maintenance (PM) on six month by basis of all the components of Digital display system and to submit the report to the Registrar General, High Court of M.P., Jabalpur accordingly.
- 4.8 To maintain extra inventory of hardware items for proper running of Digital display system.

4.9 To maintain highest order of integrity, moral and social responsibility and decorum of the Court.

#### 5. Eligibility Criteria :-

- 5.1. The Agency applying should possess valid Income Tax PAN No. and Service Tax Account No. The Agency should have a minimum experience of 03 years in providing Annual Maintenance of Digital display system/similar hardware in Central Government / State Government Departments/Public Sector Undertakings/ Autonomous Bodies/ reputed private organization.
- 5.2. The Tenderer must have an average annual turnover of Rs. 10 lakh during the last three years in the same field. Copies of the following documents should be submitted alongwith the Bid.
  - a. Service Tax Registration Certificate.
  - b. Income Tax PAN No.
  - c. Income Tax Return for last three years.
  - d. Documents along with proof regarding Experience of 3 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies/reputed private organization.
  - e. The Earnest Money Deposit (EMD) of Rs.25,000/(Rupees Twenty Five Thousand Only) through a
    Demand Draft/Pay Order /unconditional Bank
    Guarantee.
  - f. Tender fees of Rs. 1000/- in the form of Demand Draft drawn in the name "The Registrar General", High Court of Madhya Pradesh, Jabalpur

#### 6. **Evaluation of Bids:**

- 6.1 The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- 6.2 Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.

#### 7. Earnest Money Deposit and Tender Fees:

The bid should be accompanied by Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt or unconditional Bank Guarantee from any of the Nationalized/ Scheduled banks in an acceptable form drawn in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" without which the bids will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract. Tender fees of Rs. 1000/- (Rs One Thousand Only) in the form of Demand Draft of the nationalized/scheduled banks drawn in the name "Registrar General, High Court of Madhya Pradesh, Jabalpur."

### 8. Performance Guarantee (Security Deposit)

The successful bidder shall give performance security in the form of Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank / Scheduled Banks amounting to 10% of the total contractual value in favour of Registrar General, High Court of Madhya Pradesh, Jabalpur. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the

conditions of the contract is contravened/breached, an/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the High Court of Madhya Pradesh that the contractor firm may invite upon themselves due to any of the reasons specified above.

#### 9. Other terms and conditions:

- 9.1. The Registrar General, High Court of Madhya Pradesh, Jabalpur has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- 9.2. There is no obligation on the part of the Registrar General, High Court of Madhya Pradesh to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- 9.3. The successful contractor shall, during the validity of the contract, engage/depute Service Engineers to attend the complaints Digital display system.
- 9.4. Payment of contractual value, in appropriate proportion, shall be released every quarter (3 months) based on the performance of the vendor.
- 9.5. It shall be mandatory on firm to conduct routine checks to maintain the Digital display system in perfect working condition and to submit the routine check reports on six month basis to the Registrar General, High Court of M.P., Jabalpur.
- 9.6. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Madhya Pradesh attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.

- 9.7 The rates finally approved/accepted by the High Court of Madhya Pradesh, Jabalpur shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever. However on introduction of new taxes / levies the rate shall be change in the same proportionate.
- 9.8 Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the Registrar General, High Court of Madhya Pradesh.
- 9.9 The contract can be terminated by the Registrar General High Court of Madhya Pradesh, Jabalpur at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur will be final and binding on the contractor. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- 9.10 The bills in triplicate for the services prepared on the basis of rates will have to be submitted in favour of The Registrar General, High Court of Madhya Pradesh, Jabalpur for effecting payment. No advance payment shall be made for the maintenance services.
- 9.11 The job carried out shall be to the satisfaction of the High Registrar General, High Court of Madhya Pradesh, Jabalpur after getting certification from the concerned District Judge and Judicial Officers failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Madhya Pradesh reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Madhya Pradesh, Jabalpur. The decision of

- the Registrar General of the High Court of Madhya Pradesh shall be final and binding on the firm/agency.
- 9.12 Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money (EMD).
- 9.13 All the pages of the tender document should be serially numbered and duly stamped and signed by the bidder.
- 9.14 A penalty of Rs.500/- per day will be imposed for non-attendance of Service Engineers after the call is registered with the vendor. In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.
- 9.15 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
- 9.16 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.

(REGISTRAR GENERAL)
HIGH COURT OF MADHYA PRADESH

#### Annexure-I

# Techno-Commercial Bid TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIGITAL DISPLAY SYSTEM

SI.No.	Description	Indicate also page number where attached			
1.	Name, address & telephone number of the agency/firm				
2.	Name, designation, address & telephone number of authorized person				
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.				
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.				
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.				
6.	TIN number & Service Tax Registration No. (Please attach copy)				
7.	Experience of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/ reputed private organization.				
8.	Details of Bid Security/Earnest Money Deposit:				
	a) Amount:				
	<ul><li>b) Demand Draft/Pay</li><li>Order / Banker / Cheque No.:</li></ul>				
	c) Date of issue:				
	d) Name of issuing Bank:				

## **Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

# Annexure-II PRICE BID

S.No.	Name of Item	Number of items	Item Per unit Rate	Taxes per unit	Total Amount in Rs.
1	2	3	4	5	6=3x(4+5)
1	Rugged Professional LCD Display Panels/Monitors (26") with Inbuilt PC/ media Player (MAKE :LG 26LD341C)	20			
2	Rugged Professional LCD Display Panels/Monitors (46") with Inbuilt PC/ media Player (MAKE: Samsung 460MX-3)	26			
3	Rugged Profession LCD Display Panels/Monitors (55") with Inbuilt PC/ media Player (MAKE Samsung LED-550EX)	6			
4	Media Player 3 M with Centralize Server / software	51			
5	UPS (1500 VA with 1 Hour Backup) make: Sukam 1500VA UPS (excluding batteries)	20			
6	UPS (800 VA with 1 Hour Backup) make: Sukam 800 VA UPS (excluding batteries)	7			
7	Managed/Smart 24 port 10/100/1000 Mbps Gigabit switch with Jack Panel	2		(al Dill Dil	
			То	tal Bid Price	

In Rupees : .....

Note: All Duties/Taxes are to mentioned by the contracting Firm.

All the terms and conditions of the tender for providing **Comprehensive AMC of Digital display system** are acceptable to me.

**Signature of Contractor with Seal**